

Exhibit 10

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

09:10

LEXON INSURANCE COMPANY,

Plaintiff,

CASE NO.

-against-

3:23-cv-00772

JAMES C. JUSTICE II,

Defendant.

*** CONTAINS CONFIDENTIAL TESTIMONY ***

VIDEO-RECORDED DEPOSITION OF
STEPHEN W. BALL

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281

04/10/2024
9:53 a.m. (EDT)

REPORTED BY: AMANDA GORRONO, CLR
CLR NO. 052005-01
JOB NO. J11099996



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04/10/2024

9:53 a.m. (EDT)

VIDEO-RECORDED DEPOSITION OF
STEPHEN W. BALL, held at Cadwalader,
Wickersham & Taft LLP 200 Liberty Street
New York, New York 10281, before Amanda
Gorrone, Certified Live Note Reporter, and
Notary Public of the State of New York.



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Specialist - Esquire Deposition Solutions



1 STEPHEN W. BALL

2 over on Jay's behalf. There could be some 01:43
3 e-mails where I was sending them to Lexon 01:43
4 with some thoughts from Jay. But -- but I 01:44
5 would not have been, like, actively 01:44
6 negotiating that. 01:44

7 Q. When you say you would send 01:44
8 thoughts over on behalf of Jay, would that 01:44
9 be from your e-mail account or his e-mail 01:44
10 account? 01:44

11 A. My e-mail. 01:44

12 Q. Did you ever send e-mails from 01:44
13 Jay Justice's account? 01:44

14 A. No. 01:44

15 Q. Did anybody else ever send 01:44
16 e-mails on behalf of Jay Justice from Jay 01:44
17 Justice's account? 01:44

18 A. I don't know. 01:44

19 Q. When did the negotiations 01:44
20 concern the Amended Agreement begin? 01:44

21 A. I don't remember. Like, 01:44
22 specifically, but there were -- there were 01:44
23 kind of ongoing conversations because the 01:45
24 premiums weren't being paid and the, you 01:45
25 know, the letter of credit didn't happen 01:45



1 STEPHEN W. BALL

2 in September. And so I don't remember, 01:45

3 like, a specific start date, but it was 01:45

4 more of what I recall just being like 01:45

5 ongoing communications to address the 01:45

6 shortfalls under the original Agreement. 01:45

7 Q. Okay. 01:45

8 MS. BUSSIÈRE: Thank you. 01:45

9 (Whereupon, Exhibit 7, Document 01:45

10 Bates No. JUSTICE007416, was marked 01:45

11 for identification.) 01:45

12 BY MS. BUSSIÈRE: 01:45

13 Q. Mr. Ball, you've just been 01:45

14 handed what's been marked as Exhibit 7, 01:45

15 which bears Bates No. JUSTICE007416. 01:45

16 Do you recognize this document? 01:46

17 A. I don't have a specific 01:46

18 recollection of this document, but, I 01:46

19 mean, it looks like a fairly typical 01:46

20 exchange that I would have with Clint 01:46

21 Diers. 01:46

22 Q. Right. You have no reason to 01:46

23 believe this e-mail exchange did not 01:46

24 occur, right? 01:46

25 A. That's right. 01:46



1 STEPHEN W. BALL

2 A. Just as additional premiums come 02:26
3 due, those get added to the definition of 02:26
4 "New Indebtedness." 02:26

5 BY MS. BUSSIERE: 02:26

6 Q. Do you recall having any 02:26
7 discussions with Lexon about this 02:26
8 provision? 02:26

9 A. No. 02:26

10 Q. Do you recall any discussions 02:26
11 with Jay Justice about this provision? 02:26

12 A. No. 02:26

13 Q. And midway through Page 7 02:26
14 Paragraph e this paragraph recognizes that 02:27
15 a failure to provide the premium payments 02:27
16 that are provided for in this agreement 02:27
17 would constitute a material breach of the 02:27
18 agreement, right? 02:27

19 A. Yes. 02:27

20 Q. And Governor Justice guaranteed 02:27
21 these obligations as well, right? 02:27

22 A. Yes. 02:27

23 Q. Page 8, Paragraph 6, states "A 02:27
24 new Paragraph 15 is added to the Agreement 02:28
25 immediately following Paragraph 14." 02:28



1 STEPHEN W. BALL

2 Q. What prompted that change? 03:02

3 A. As I recall, I mean, I think 03:02

4 Lexon, you know, obviously had -- had a 03:02

5 desire to have the collateral and the 03:02

6 premiums caught up. But I think during 03:02

7 that time the past due premiums were 03:02

8 important to them. And so while they were 03:03

9 willing to defer the collateral payments, 03:03

10 they were hoping to get the premium 03:03

11 payments caught up, or at least -- 03:03

12 Q. Were you a part -- oh, I'm 03:03

13 sorry. 03:03

14 A. At least significant payments 03:03

15 toward the premium payments. 03:03

16 Q. Was there a meeting prior to the 03:03

17 parties entering into this agreement 03:03

18 during which the parties discussed the 03:03

19 terms of this agreement? 03:03

20 A. There was either a meeting or a 03:04

21 phone call. I mean, I remember -- I 03:04

22 remember conversations, but I can't 03:04

23 remember specifically whether it was a 03:04

24 meeting or not. 03:04

25 Q. Do you recall any in-person 03:04



CERTIFICATE OF SHORTHAND REPORTER

NOTARY PUBLIC

I, Amanda Gorrone, the officer
before whom the foregoing deposition
was taken, do hereby certify that the
foregoing transcript is a true and
correct record of the testimony given;
that said testimony was taken by me
stenographically and thereafter
reduced to typewriting under my
direction; and that I am neither
counsel for, related to, nor employed
by any of the parties to this case and
have no interest, financial or
otherwise, in its outcome.

IN WITNESS WHEREOF, I have
hereunto set my hand this 10th day of
April, 2024.

Amanda Gorrone

AMANDA GORRONE, CLR
CLR NO: 052005 - 01
Notary Public in and for
The State of New York
County of Suffolk
My Commission No. 01G06041701
Expires: 01/07/2027